

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

AUG 28 2015

KERRY J. FARMER

Plaintiffs,

v.

STATE FARM AUTO
INSURANCE COMPANY, INC., a foreign
corporation,
Defendant.

Caroline Wall

Case No. CJ-2015-

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

CJ-2015-03207

PETITION

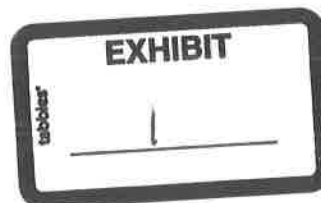
Plaintiff Kerry J. Farmer submits her Petition against Defendant. In support of this Petition, Plaintiffs allege as follows:

1. Plaintiff Danielle Kerry J. Farmer (Plaintiff) is an individual who resides in Tulsa County, Oklahoma.
2. This matter was previously filed as Tulsa County Case CJ-2014-2364, Judge Barcus and was dismissed without prejudice.
3. Defendant State Farm is a foreign insurance company doing business in Oklahoma, including Tulsa County, Oklahoma.

COUNT I

BAD FAITH

4. Plaintiff Farmer had an automobile insurance policy with Defendant, Policy No. 3C-A618-241.



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5. That Plaintiff is a beneficiary or party of the Insurance policy. Specifically, Plaintiff had UM coverage in the amount of \$50,000.00 under the policy.

6. That Plaintiff was in an accident in May of 2009 in Tulsa County. On June 29, 2012 Plaintiff made a request under the policy and in July 2012 Defendant denied coverage.

7. That Defendant unreasonably and without justification denied coverage under the policy.

8. That the conduct of Defendant is with bad faith.

9. As a result of defendant's conduct, Plaintiff has sustained actual damages in excess of \$75,000.00.

COUNT II

OKLAHOMA CONSUMER PROTECTION ACT

10. Plaintiff and Defendant engaged in a consumer transaction as that term is defined by the Oklahoma Consumer Protection Act (OCPA), 15 O.S. § 751 et seq. Defendant made numerous unfair and deceptive trade practices as those terms are defined by the OCPA. This includes a bogus and sham denial of benefits, not fulfilling consumers' reasonable expectations, false and deceptive advertising not complying with notice requirements and preparing an adhesion contract solely to its benefit.

11. As a result of Defendants' conduct, Plaintiffs have sustained actual damages in excess of \$75,000.00.

COUNT III

BREACH OF CONTRACT

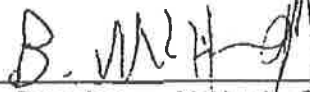
12. Plaintiff had a contract by virtue of insurance policy with Defendant.

13. That Plaintiff fulfilled all conditions within the contract.

14. That Defendant breached terms of the contract by failing to pay sums due under the contract.

15. As a result of State Farm's breach of contract, Plaintiffs have sustained contractual damages in the amount of \$50,000.00 exclusive of pre and post judgment interest, costs and attorney fees.

WHEREFORE, for all of the foregoing reasons, Plaintiffs respectfully request an award of actual damages in excess of \$75,000.00, an award of punitive damages in excess of \$75,000.00, breach of contract damages in the amount of \$50,000.00, the costs of this action, reasonable amount of attorney fees and any other and further relief that this Court deems proper.



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ATTORNEY LIEN CLAIMED

JURY TRIAL DEMANDED